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THIS BOOK DOES  
NOT CIRCULATE

A G R E E M E N T  
between the  
BOARD OF EDUCATION  
of  
EAST WINDSOR REGIONAL SCHOOL DISTRICT  
and the  
HOUSE/UNIT LEADERS ASSOCIATION  
(supervisors)  
JULY 1, 1976 TO JUNE 30, 1979

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Labor Relations

JUN 1 1976

RUTGERS UNIVERSITY

This three year Agreement, entered into this 8th day of December, 1975 by and between the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, Hightstown, New Jersey, hereinafter called "BOARD" and the House/Unit Leader Association, hereinafter called "HULA".

Whereas, the BOARD is obligated, pursuant to Chapter 123, Public Laws 1974 to negotiate with HULA on the terms and conditions of employment of House/Unit Leaders, and,

Whereas, the parties hereto, have reached mutual agreement on all such items and desire to confirm this in writing,

IT IS HEREBY AGREED by and between the parties hereto that:

#### ARTICLE I - RECOGNITION

A. The Board hereby recognizes this Association (HULA) for the years July 1, 1976 - June 30, 1979 as the majority representative for collective negotiations as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 123, Laws of 1974 concerning grievances and terms and conditions of employment for certificated personnel under contract by the Board in the following job categories:

House Leaders

Unit Leaders

B. Unless otherwise indicated, the term House/Unit Leaders, when used hereinafter in this Agreement, shall refer to all employees represented by HULA in the negotiating unit as above defined.

C. The term "BOARD" shall include its members and agents. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, Laws of 1974, reserves the right to meet with employee organizations -- other than the majority group -- to hear their views. A representative of this Association may be given the opportunity to attend.

#### ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of House/Unit Leaders employment. Such negotiations shall begin not later than September 15, 1978. Any Agreement so negotiated shall apply to all House/Unit Leaders, be reduced to writing, be signed by the Board and H U L A, and be adopted by the Board and HULA.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III - GRIEVANCE PROCEDUREA. Definitions

1. A "grievance" is a claim by a House/Unit Leader or based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the House/Unit Leaders or a group of House/Unit Leaders.

2. An "aggrieved person" is the person or persons making the claim. All House/Unit Leaders, including the grievant, shall continue under the direction of the Superintendent and administration regardless of the pendency of any grievance, until such grievance is properly determined.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

## 1. Level one -

(a) Any House/Unit Leader who has a grievance shall discuss it first with his principal in an attempt to resolve the matter informally at that level.

(b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within 3 school days of receipt of the written complaint.

## 2. Level two -

HULA members may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal in writing, shall confer with the concerned parties, and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal.

## 3. Level three -

(a) If the grievance is not settled after reaching the Superintendent of Schools, the matter may be referred to the Professional Relations Committee of HULA. The Committee shall make a determination as soon as possible, but within a period not to exceed 10 school days, notifying the parties concerned in writing of that determination.

- (b) If the Professional Relations Committee determines that the grievance has merit, it shall recommend that the grievance be submitted in writing to the BOARD.
- (c) If the Professional Relations Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal, the Superintendent of Schools, and the BOARD.
- (d) An employee whose grievance has been determined to be without merit by the Professional Relations Committee shall retain the right to appeal in writing to the BOARD, within 10 school days of the determination by the Professional Relations Committee.

4. Level four -

- (a) If the grievance is not solved to the professional employee's satisfaction, he may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the BOARD. A committee of the BOARD shall review the grievance, hold a hearing with the professional employee, if requested, and render a decision in writing within 15 calendar days. A copy of the Board's decision shall be forwarded to HULA.

5. Level five -

- (a) Any grievance supported by the Professional Relations Committee and not resolved to the satisfaction of the employee after review by the committee of the BOARD shall, at the request of the Professional Relations Committee, be submitted to arbitration by the American Arbitration Association. The following procedure will be used to secure the services of an arbitrator:
  - (A) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - (B) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
  - (C) If the parties are unable to determine, within 10 school days the second request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit him/herself to the issues submitted to them and shall consider nothing else. They can add nothing to, nor subtract anything from the agreement between the parties of any policy of the BOARD. The decision of the arbitrator shall be final and binding. Only the BOARD and the aggrieved and their representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel

subsistence expenses, shall be borne equally by the BOARD and HULA.

(D) All meetings and hearings under this procedure shall not be conducted in public, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

6. Year End Grievances -

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

7. Rights of House/Unit Leaders to Representation -

Any grieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by HULA. HULA shall have the right to be present and to state its views at all stages of the grievance procedure.

8. Reprisals -

No reprisals of any kind shall be taken by the Board or by HULA against any party in interest, any member of HULA, any representative, or any participant in the grievance procedure by reason of such participation.

9. Group Grievance -

1. If, in the judgment of HULA, a grievance affects a group or class of Unit/House Leaders, HULA may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two of the Grievance Procedure.
2. Separate Grievance File - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be part of the personnel file of any of the participants.

ARTICLE IV - UNIT/HOUSE LEADERS RIGHTS

A. All Unit/House Leaders shall have the right to freely organize, join and support HULA for the purpose of engaging in professional negotiations and other HULA activities for mutual aid and protection in accordance with Chapter 123, Laws of New Jersey, 1974.

- B. Nothing contained herein shall be construed to deny or restrict such rights as House/Unit Leaders may have under New Jersey School Laws or other applicable laws and regulations.
- C. The personal life of a House/Unit Leader shall not affect the House/Unit Leaders employment except as it may prevent the House/Unit Leader from performing properly his assigned functions.

#### ARTICLE V - HULA RIGHTS AND PRIVILEGES

- A. The BOARD recognizes HULA'S rights as defined in Chapter 123, Public Laws of New Jersey 1974.
- B. The BOARD agrees to furnish to HULA available information that is in the public domain upon reasonable request. The BOARD shall furnish copies of the available information upon written request therefor but shall not be required to prepare information not already in existance.
- C. HULA shall have the privilege to use space in school buildings at reasonable non-school hours on school days for meetings provided that the approval of the principal of Community Education School has been secured in advance of the time of all such meetings in accordance with Board policy.
- D. HULA will have reasonable use of the post boxes and the inter-school mail service.
- E. The Board and HULA agree to share equally in the cost of reproducing this agreement as arranged.

#### ARTICLE VI - MANAGEMENT RIGHTS AND PRIVILEGES

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations

- (a) to direct employees of the school district;
- (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
- (c) to relieve employees from duty because of lack of work or for other legitimate reasons;
- (d) to maintain efficiency of the school district operations entrusted to them;
- (e) to determine the methods, means and personnel by which such operations are to be conducted; and
- (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VII - HOUSE/UNIT LEADERS WORK YEAR

- (a) HULA may provide input to the Administration, prior to the submission of the school calendar to the Board of Education.
- (b) The HULA work year shall consist of no more than two hundred forty-four (244) school work days which begin on July 1st, and end on June 30th.

ARTICLE VIII - TERMS AND CONDITIONS OF EMPLOYMENT

- (1) Certification -

The BOARD agrees to hire only those House/Unit Leaders as teachers approved as certified by the State Board of Examiners.

- (2) Notification -

Upon employment, the BOARD shall notify HULA in writing the certificates and degrees held and the address of each new member.

- (3) Recruitment -

Vacancies in the school system will be made known to members of the Association as they arise. HULA members may apply for any open position and applications for transfers to new or vacant positions will be considered in light of their qualifications and the needs of the school district.

- (4) Notification of contract and salary -

Members of HULA shall be notified of their contract and salary status in accordance with NJSA - 18A:27-10.

- (5) Previous sick leave accumulation -

Previously accumulated unused sick leave days shall be restored to all returning personnel in accordance with approved BOARD Leave of Absence policy.

ARTICLE IX - SALARY SCHEDULE

For this three year agreement, the BOARD will allot a 7% for 76-77 for performance based on job targets; 6% for 77-78 for performance based on job targets and 6% for 78-79 for performance based on job targets, to be distributed as outlined below.

1. Evaluators - The House/Unit Leaders shall be evaluated by their principals with involvement by the assistant principals.
2. Evaluative Criteria - Recommendations for salary determinations will be based upon the evaluator's judgement as to how an individual has accomplished the following:

(A) A number of job targets which are determined by the district, the principal and the individual House/Unit Leaders. The district job targets shall be mandatory for the House/Unit Leaders. Approximately one half of these targets shall be determined to be district wide and one half shall be mutually determined by the principal and House/Unit Leader.

(B) Overall performance of all responsibilities.

These job targets shall comprise 60% of the total evaluation and shall be equally weighed and so scored that the total of points awarded each target shall add up to 60 points.

The principal shall also make a judgement about an individuals performance regarding overall responsibilities. The aspect of the evaluation shall be valued at a maximum of 40 points. Therefore the job targets plus the overall responsibilities shall be valued at a total of 100 points.

The conversion of performance points to actual dollars shall be determined within each building and shall be uniform for that building.

The average amount of salary increase per person, per position established by the BOARD in its budgeting process shall be maintained regardless of budget cuts or defeats in order to maintain the commitment of the BOARD to performance re-numeration. Such amounts shall be assigned to each building based on the number of such positions assigned to that building, multiplied by the district increase established.

This system would in no way establish a score for re-employment or de-employment.

#### ARTICLE X - EVALUATION

##### Guidelines -

- (a) Each person will set down for him/herself those targets within the realm of her/his job which he/she intends to concentrate upon achieving during the course of the ensuing year and what will be cited as indicators that represent the achievement. (perhaps a half to a dozen targets). This will be a narrative beginning with "My targets for the year are..." This will be done on the blank side of the person's job description.
- (b) Each person will provide his/her superior with these targets. The superior will review these with the person writing them and provide a narrative response beginning with "In addition to what you have identified yourself, targets you should concentrate upon this year are..." (perhaps 3 or 4)
- (c) By mid-year each superior will have provided each person to whom they have written (b) with a narrative beginning "Your progress thus far this year has been..." This narrative would also have a section which will begin: "You could progress further in the following ways..."
- (d) By spring the principal will have provided every staff person who is his/her supervisory responsibility with a narrative beginning: "My judgment of your performance this year is..."

Procedures -

Each Unit/House Leader should have provided his/her principal with

(a) above by September 1. Each principal should have provided his/her Unit/House Leaders with (b) above by September 30. All narratives will be written on the blank side of the appropriate job description. ISC will have the supply. The principal will share, as he has done in the past, with each staff member his/her judgments of the staff member's performance and will meet with the Superintendent in early March. Decisions at that time will include an examination of the narratives outlined above. In no way will any of this preclude the authority the principal has now to recommend for re-employment any employee at any time of the year, or vice versa.

ARTICLE XI - LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence without pay be granted to tenured members represented by the Association, and that leaves of absence without pay for good causes may be approved or rejected upon written application to the Superintendent and the Board. Such application is to be received by the Superintendent thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Superintendent and would be subject to the concurrence of the Board in writing. Each employee upon request may be granted a leave of absence without pay for Child Care, Maternity/Paternity, or Adoption for a period of not more than one (1) contractual year. Tenure status is not required. The maximum length of any leave will not exceed one (1) contractual year. A request for continuation of any approved leave, may be in writing to the Superintendent and the Board and may be approved or rejected by the Board in writing.

A. Personal Illness Days - The Board provides these employees with fourteen (14) days per year at full pay for personal illness. These days may be accumulated for use in subsequent years.

The Board further provides that, after all such personal illness days as indicated in the preceding paragraph are exhausted, an additional fourteen (14) days per year are provided at half pay for the employee.

All such personal illness days shall be governed by State law, and the employee shall provide a doctor's certificate for illnesses exceeding three consecutive days.

B. Illness in the Immediate Family Days - The Board provides these employees with three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, and father-in-law).

The Board further provides that, after all such Illness in the Immediate Family Days as indicated in the preceding paragraph are exhausted, an additional seven (7) days per year are provided at half pay.

An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Superintendent at full deduction in pay.

- C. Death in the Family Days - The Board provides these employees with five (5) days per event at full pay for death in the immediate family. After all such death in the immediate family days are exhausted, additional days may be granted by the Superintendent at full deduction in pay.
- D. Death in Other than the Immediate Family Day - The Board provides these employees with one (1) day per event at full pay for a death in other than the immediate family (grandparents, uncles, aunts, cousins, nieces, nephews, brother-in-law, and sister-in-law). After the Death in Other than the Immediate Family Day is exhausted, additional days may be granted by the Superintendent at full deduction in pay.
- E. Marriage Days - The Board provides these employees with three (3) days per event at full pay for marriage. After such marriage days are exhausted, additional days may be granted by the Superintendent at full deduction in pay.
- F. Days for Jury Duty or Subpoena by Court - The Board assures these employees full pay for each day that their presence in court is required by subpoena. The Board further provides full pay for each full day that the employee is required to be in court for jury duty.
- G. Days for Other Reasons - The Board provides four (4) days leave of absence with pay per year for religious, legal, business, household, or family matters which require absence from work during working hours upon prior approval (2 days except in cases of emergency) of the Superintendent, except that a full deduction will be made for absence on the day before or after a vacation or holiday period.
- H. Vacation Days -
  - a. During the first budget year of employment 1 2/3 days/month employed
  - b. Thereafter 20 days/year

These vacation days are non-cumulative and earned at 1 2/3 days per month on the 15th of each month and must be taken in the budget year following their accrual.

In all of the vacation situations listed above, if the employee's services are terminated in the district, or the employment year is changed, then the employee is entitled to all accumulated paid vacation days at the salary rate in effect during the time the days were accrued. During a vacation period, illnesses of more than three days that are verified by a physician may be granted by the Superintendent.
- I. Retirement - The Board participates in the appropriate employee's retirement system (Public Employees Retirement System or Teachers' Pension and Annuity Fund) and contributes to these systems as designated.

J. Holidays - The Board provides the following holiday schedule for these 12 month employees; according to school calendar:

Independence Day	New Years (2 days)
Labor Day	Martin Luther King's Birthday
NJEA Convention (1 day)	Lincoln's Birthday
Yom Kippur	Washington's Birthday
Rosh Hashanah	Good Friday
Columbus Day	Easter Monday
Veteran's Day	Memorial Day
Thanksgiving (2 days)	
Christmas (2 days)	

K. Annuities - The Board provides the employees with an opportunity to select and join an insurance program for the purpose of participating in a tax deferred annuity.

L. Military Leaves of Absence -

1. Brief Military Leave of Absence -

(a) Brief leaves of absence with pay will be granted to personnel required to perform short periods of military duty annually. Such leaves are authorized by Chapter 351 Section 38:23-1 of the New Jersey Statutes amended as follows:

"An officer or employee of the State or a County, School District or Municipality, who is a member of the organized reserve of the Armed Forces of the United States or other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employee."

(b) Such leaves are authorized according to statute 18A:6-13, page 377, third volume of new edition, summarized as follows:

"Every person holding a position who has entered the armed forces shall be entitled to all the benefits and be subject to all the terms and conditions of Chapter 119 of the laws of 1941.

Such person shall be entitled to the benefit of any increase in salary during his leave of absence which such person would have enjoyed had he not entered the service. Such employee shall be granted a leave of absence for the period of such service and have a further period of three months after receiving his discharge from the service.

If any such person shall be incapacitated by wound or sickness at the time of his discharge from service, his leave of absence shall be extended until three months after his recovery or until the expiration of two years from the date of his discharge from such service, which ever shall first occur. In no case shall such person be discharged or separated from his employment during such period of leave of absence because of his entry into such service. Such person shall be entitled to resume his employment provided he shall apply therefore before the expiration of his leave of absence and provided he shall be honorably discharged from such service.

According to the Department of Education, Division of Controversies and Disputes, the Board of Education is responsible for the payment of the employee's pension fund contributions during the time he served in the military service."

#### ARTICLE XII - INSURANCE PROTECTION

- A. Injury Insurance - The Board to maintain, at Board expense, insurance coverage for employees represented by the Association for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.
- B. Health Insurance - The Board to maintain, at Board expense, group health Insurance coverages for employees represented by the Association and dependents as follows: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, a major medical plan and a prescription plan.
- C. Liability Insurance - The Board maintains, at Board expense, a liability policy which affords personal liability and legal expense protection for the employee up to \$100,000. per year per employee (to a maximum for all employees of \$1,000,000. per year) as regards actions of the employee in the course of his/her work.
- D. Dental Insurance - The Board to maintain a group dental insurance coverage for employees represented by the Association and their dependents, the Board will assume the full cost of the 1st years premium (1976-1977) and pay the premium cost of the 2nd and 3rd years of this agreement (1977-78) - (1978-1979) at the same rate paid in 1976-77. Any increase in premium during the 2nd and 3rd years of this agreement will be paid by the employee as a payroll deduction.

#### ARTICLE XIII - TRAVEL

The Board reimburses approved travel at the rate of 15¢ per mile.

#### ARTICLE XIV - PROFESSIONAL DEVELOPMENT

The Board will assume the full course cost and approved expenses for any courses a member of the Association is requested or required in writing by the Superintendent to take. This should include costs involved in workshops and conferences which members are required/requested to attend. Only those costs above minimum standards required.

ARTICLE XV - DEDUCTION FROM SALARY

A. The Board of Education agrees to make all individually authorized payroll deductions in accordance with Chapter 233 NJ Laws of 1969, N.J.S.A. 52:14-15.9e.

B. Annuities - The Board provides the employees with an opportunity to select and join an insurance program for the purpose of participating in a tax deferred annuity.

ARTICLE XVI - DURATION OF AGREEMENT

This three year agreement represents the exclusive agreement made by and between the East Windsor Regional Board of Education and the House/Unit Leader Association effective July 1, 1976, and shall continue in effect through June 30, 1979 as outlined in Article II Section "A" of this agreement. In the event that a successor agreement is not executed before June 30, 1979, this agreement shall continue in full force and effect until a successor agreement has been completely negotiated.

(The East Windsor Regional Board of Education is an equal opportunity employer - F/M.)

IN WITNESS WHEREOF, the President and Secretary of HULA ASSOCIATION have hereunto set their hands and seals, and the BOARD has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed this 20th day of January Nineteen hundred and seventy five.

HOUSE/UNIT LEADER ASSOCIATION

By: Beulah E. Baker (L.S.)  
BEULAH E. BAKER, President

Anthony De Canzio (L.S.)  
ANTHONY DE CANZIO, Secretary

ATTEST:

Margaret J. De Lellis  
MARGARET J. DE LELLIS, Secretary

BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT

By: Lynn B. Friedman (L.S.)  
LYNN B. FRIEDMAN, President

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